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**POLICE SUPERIOR OFFICERS ASSOCIATION INC.  
OF JERSEY CITY, N.J.**

284 Central Avenue, Jersey City, N.J. 07307

Robert C. Lynch, President / 547-5366



Founded 1950

# **Contract Agreement**

between

City of Jersey City

and

Police Superior Officers Association  
of Jersey City

**January 1, 1980 through June 30, 1982**



167 people

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## **PREAMBLE AND INTRODUCTORY STATEMENT**

*This agreement is entered into this 14th day of October, 1980, by and between the CITY OF JERSEY CITY, hereinafter called the City and the JERSEY CITY POLICE SUPERIOR OFFICERS ASSOCIATION, INC., hereinafter called the Association.*

### **Article 1**

#### **RECOGNITION**

Sec. 1: The City recognizes the Association as the exclusive representative for all Superior Officers employed by the City within the Police Department from the rank of Sergeant through Chief, inclusive.

Sec. 2: The title, Police Officer, when used in this agreement, shall be defined to include all Superior Officers as noted above, the plural as well as singular, and males as well as females within the bargaining unit.

### **Article 2**

#### **MAINTENANCE OF STANDARDS**

Sec. 1: All conditions of employment relating to wages, hours of work and general working conditions presently in effect which are department wide (universal) in nature shall be maintained, except as qualified, modified, expanded or decreased by this agreement.

Sec. 2: In addition thereto this agreement is not intended to diminish in any way any rights granted the members of this bargaining unit by way of Federal, State or Municipal Law.

### **Article 3**

## **ASSOCIATION PRIVILEGES**

Sec. 1: Authorized representatives of the Association, not to exceed three (3) in number at any time, shall be permitted to visit Police Headquarters, or any Police Department facility, and with prior notice, the office of the Police Director for the purpose of ascertaining whether this Agreement is being observed. This right shall be exercised reasonably. Upon entering the premises the authorized representative(s) of the Association shall notify the Unit Commander, or in his absence, his authorized representative. Association representatives shall not interfere with the normal conduct of work within the Police Department.

Sec. 2: The president of the Association, or in his absence his designee, shall be assigned to special duty day tour, and except in emergencies shall be entitled to devote full time to administering and enforcing the policies of this agreement.

Sec. 3: During the negotiations, Association representatives so authorized by the Association, not to exceed five (5) in number, shall be excused from their normal duties for such periods of negotiation as are mutually scheduled by the parties.

Sec. 4: The City agrees to grant time off, not to exceed one (1) week for any given Convention or meeting, to any employee(s) designated by the Association to attend P.B.A., State and/or International meetings or conventions as provided by statute, provided seventy-two (72) hours written notice be given to the Director of the Department by the Association. Not more than seven (7) employees shall be granted time off at any one time for this purpose.

Sec. 5: Two (2) members of the PSOA shall be granted the day off to attend State Meetings and State Legislative Sessions including Legislative Hearings when bills affecting the welfare of the PSOA are on the agenda.

Sec. 6: Employees who are officers, delegates, trustees, and/or alternates of the Association, not to exceed five (5) in number, shall be excused from duty for regular and special meetings of the Association.

Sec. 7: The current practice with respect to the operation of the Association's office at 282 Central Ave., Jersey City, N.J. will be maintained, or an equal facility will be provided by the city in another Police Facility.

#### **Article 4**

### **RETENTION OF CIVIL, RETIREMENT AND PENSION RIGHTS**

Sec. 1: Employees shall retain all civil rights under New Jersey State Law and under Federal Law consistent with their duties as police superiors.

Sec. 2: Employees shall retain all retirement and pension rights under New Jersey Law and under Ordinances of the City of Jersey City.

#### **Article 5**

### **LEAVES OF ABSENCE**

#### **Sec. 1: SIX (6) MONTH LEAVE**

a. Upon request a leave of absence, without pay for up to six (6) months may be granted to any member of this bargaining unit who has been employed for a period of ninety (90) days.

b. Said leave shall be granted at the discretion of the City of Jersey City.

c. The leave may be extended for up to an additional six (6) months.

d. Said leave and/or extension shall not be arbitrarily or unreasonably denied.

## Sec. 2: FUNERAL LEAVE

a. In the event of a death in the employee's immediate family, he shall be granted time off from the day of death up to and including the day after the funeral, but not to exceed five (5) days.

b. Immediate family, for purposes of this Section, shall be defined as follows: parents, spouse, child, sister, brother, mother-in-law, son-in-law, daughter-in-law, father-in-law, grandparents, spouse-grandparents, grandchildren, sister-in-law, brother-in-law, or any other relative residing in the immediate household of the employee.

c. An employee shall also be entitled to one day off for attendance at the funeral of an aunt, uncle, niece or nephew of himself or his spouse.

## Sec. 3: INJURY LEAVE

a. If an employee is incapacitated and unable to work because of any injury sustained in the performance of police duty, such employee shall be entitled to Injury Leave with full pay during the period in which he is unable to perform his duties. Such leave shall not exceed one (1) year for each injury and shall be determined by the Director of the Division of Medical Services and the Director of Public Safety. Such leave shall not be arbitrarily or unreasonably withheld.

## Sec. 4: SICK LEAVE

a. An employee shall be granted sick leave without loss of pay whenever he is unable to work for reasons of health, up to one (1) year for each illness,

pursuant to N.J.S.A. 40A;14-137 and such leave shall be determined by the Director of the Division of Medical Services and the Director of Public Safety. Such leave shall not be arbitrarily or unreasonably withheld.

## **Article 6**

### **DUES DEDUCTIONS**

Sec. 1: The City agrees to deduct from the salaries of its employees subject to this Agreement, dues for the Association. Such deduction shall be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A., R.S. 52:14-15.9(e), as amended. Said monies, together with the records of any corrections, shall be transmitted to the Association office by the fifteenth (15th) of each month following the monthly pay period in which the deductions were made.

Sec. 2: If, during the life of this Agreement, there shall be any change in the rate of membership dues, the Association shall furnish to the City written notice prior to the effective date of such change.

Sec. 3: The Association will provide the necessary checkoff authorization form and deliver the signed forms to the Finance Officer.

Sec. 4: The Association shall indemnify, defend and save harmless the City from any cause of action, claims, loss of damages incurred as a result of this Article.

Sec. 5: Pursuant to Chapter 295 of the Laws of 1977, the City will not deduct dues from the salaries of any employees in the negotiating unit for an or-

ganization other than the Union. Further, the City agrees to terminate all existing dues deducting from unit members for organizations other than the Union on the July 1 following a request to do so by the Union.

#### Sec. 6: Representation Fee

a. Purpose of Fee — if an employee does not become a member of the Union during any membership year (i.e., from September 1 to the following August 31) which covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Union for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Union as majority representative.

##### b. Amount of Fee —

1. Notification — Prior to the beginning of each membership year, the Union will notify the Employer in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Union to its own members for that membership year. The representation fee to be paid by non-members will be equal to 85% of that amount.

2. Legal Maximum — In order to adequately offset the per capita cost of services rendered by the Union as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Union to its own members, and the representation fee has been set at 85% of that amount solely because that is the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the beginning of the Union membership year immediately following the effective date of the change.

c. Deduction and Transmission of Fee

1. Notification — Once during each membership year covered in whole or in part by this agreement, the Union will submit to the Employer a list of those employees who have not become members of the Union for the then current membership year. The employer will deduct from the salaries of such employees, in accordance with paragraph 2 below, the full amount of the representation fee and promptly will transmit the amount as deducted to the Union.

2. Payroll Deduction Schedule — The employer will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

a. 10 days after receipt of the aforesaid list by the Employer,

or

b. 30 days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Employer in a nonbargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid 10 days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

c. Termination of Employment — If an employee who is required to pay a representation fee terminates his or her employment with the Employer before the Union has received the full amount of the representation fee to which it is entitled under this Article, the Employer will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

4. Mechanics — Except as otherwise provided in this Article, the mechanics for the deduction of rep-

representation fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.

5. Changes — The Union will notify the Employer in writing of any changes in the list provided for in paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than 10 days after the Board received said notice.

6. New Employees — On or about the last day of each month, beginning with the month this agreement becomes effective, the Employer will submit to the Union, a list of all employees who began their employment in a bargaining unit position during the preceding 30-day period. The list will include names, job titles and dates of employment for all such employees.

## **Article 7**

### **MANAGEMENT RIGHTS**

Sec. 1: The City hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of New Jersey and of the United States.

Sec. 2: The exercise of the foregoing powers, rights, authorities, duties and responsibilities of the City, the adoption of policies, rules, regulations and practices in the furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and the Laws of New Jersey and of the United States.

## **Article 8**

### **ASSOCIATION NOTIFICATION**

Proposed new rules or modifications of existing rules governing working conditions which are discussed in this agreement or which are referred to in this agreement as being department wide (universal) in nature shall be negotiated with the duly authorized representative of The Association before they are established.

The City agrees to notify the Association in writing of any Pending Disciplinary charges or hearings involving any member(s) of the bargaining unit, in addition, the City will provide to the Association a copy of any and all reports, orders, memorandum, or complaints relative to said charges or hearings.

## **Article 9**

### **WORK DAY AND WORK WEEK**

Sec. 1: The normal work day and normal work week of employees shall be the same as presently exists.

Sec. 2: The normal work week of those not in the 22 Section schedule will be determined by the Director and will not exceed 40 hours per week.

Sec. 3: There shall be annual bidding for steady shifts on a seniority basis. All such bids shall be received no later than October 15. The new shift assignments shall be implemented no later than 45 days thereafter. This shall not include light duty assignments and those requiring special skills.

Sec. 4: All Union officials will not lose their last permanent assignments for their duration in office.

Sec. 5: As per October 9, 1980 memorandum of agreement. See attached memorandum (9b and 9c),

9b. It further appearing that an unresolved issue with regard to the PSOA is the work week and scheduling issue, and it further appearing that the PSOA has agreed to forebear from proceeding to arbitration with respect to work week and scheduling at this time, and it further appearing that the City and the POBA are presently engaged in arbitration with respect to the same issue, which issue is to be arbitrated before Arbitrator Lawrence Hammer and which is scheduled to commence in January, 1981. The parties both agree to be bound by the decision of Lawrence Hammer in every form and respect, and the decision rendered in the POBA matter shall be deemed to be the decision with respect to the PSOA and the City.

9c. With respect to either or both of these two issues (more specifically the method and manner of dealing with issue 9b and 9c) and in the event there is any claim that the method of resolution of 9b and 9c is deemed to be void, ultra vires, ineffective or in any way contrary to public policy, or in the event the City refuses to comply fully and completely with the provisions of 9b and 9c, then and in that event, the City agrees that the PSOA shall have the right to immediately reinstitute interest arbitration before Arbitrator Jack Tillem to resolve either or both of these two issues.

## **ARTICLE 10**

### **VACATIONS**

Sec. 1: Annual Vacations shall be granted strictly in accordance with seniority within the Police Department.

Sec. 2: Vacation periods shall begin January 1

and shall continue through the entire year, subject to the conditions of this Article. Further on January 1, vacation time of each employee for the ensuing year becomes vested.

Sec. 3: The vacation period shall commence January 1 and continue until December 31 of each year. The vacation allowances shall be as follows:

One year to end of five years - 25 work days  
After five years - 30 work days

Sec. 4: Vacations shall be granted according to the Vacation Schedule agreed upon between the City and the Association. Each employee shall receive at least fifteen (15) working days of his vacation during the period designated as the "Summer Season," if requested by the employee. An employee shall be allowed to accumulate up to one year's annual vacation for use during the following year. When an officer accumulates all or part of his annual vacation entitlement for use during the following year, the first days taken during each succeeding year shall be charged against the prior year's accumulation rather than that year's basic entitlement.

## **Article 11**

### **INSURANCE, HEALTH AND WELFARE**

Sec. 1: The City shall provide and maintain all insurance coverage which was in force and effect during the 1976/1977 contract and to the same extent that such insurance existed. In the alternative, the City will indemnify all employees consistent with the then existing insurance coverage.

Sec. 2: The City shall provide employees all necessary legal advice and counsel for the defense

of or in the settlement of claims for personal injury, death or property loss or damage arising out of or in the course of their employment. The City shall pay and satisfy all judgments against employees for such claims.

Sec. 3: Employees shall receive fully paid Blue Cross and Blue Shield health insurance, with Rider "J" and Major Medical to cover themselves and their dependents. Retired employees shall receive health insurance as provided by statute.

Sec. 4: The City will provide life insurance in the amount of \$5,000 death benefit and \$5,000 accidental death and dismemberment for each employee, and it is the intention of the City to provide employees with \$2,000 life insurance policy upon regular retirement, provided this is not in conflict with State Law.

Sec. 5: An employee using his own automobile (on orders from the City) while on duty, shall suffer no monetary loss as a result of any accident which occurs while being on duty.

Sec. 6: Where the City directs an employee to use his own automobile in the line of duty, on a continuous basis, the City shall pay the difference between "pleasure" rates and "business" rates for such personal automobile.

Sec. 7: Smoke Inhalation: In any smoke inhalation case affecting an Officer within the unit, such Officer shall be taken out of service and given a complete examination.

In all cases where chest pains are reported by an Officer, such Officer shall immediately be taken out of service and provided with a complete and thorough examination by the City at its expense to assure the health and safety of such Officer.

Sec. 8: Benefit Fund effective January 1, 1980 the City shall provide \$336.00 per man to the Police Superior Officers Assn. for it to purchase a package of benefits for employees it represents. Said package may include a legal services plan, a dental plan, a prescription drug plan, and/or a supplemental annuity plan. The aforesaid \$336.00 shall be remitted to the P.S.O.A. by the City on a monthly basis, with the first such payment due to have been made on the last day of January 1980 and subsequent payments due on the last day of each succeeding month.

That effective July 1, 1980 and additional annual sum of \$240.00 will be added to the amount to be paid to the union for each member of the bargaining unit, changing the annual payment to \$576.00. That an additional annual sum of \$100.00 will be paid for each bargaining unit member to the union effective January 1, 1981. Therefore the Union's Supplemental Benefit Fund shall be changed to \$676.00 effective January 1, 1981 paid on a monthly basis for each member of the bargaining unit.

## **Article 12**

### **EXCHANGE OF DAYS OFF OR HOURS OF DUTY**

Sec. 1: The Police Department may grant the request of any employee of this bargaining unit to exchange hours of duty or day(s) off with another's consent.

Sec. 2: Such requests shall be granted on a uniform basis with standard rules and regulations applying to all employees of this bargaining unit making such requests.

Sec. 3: Such requests shall not be unreasonably or arbitrarily denied.

## **Article 13**

### **HOLIDAYS-COMPENSATORY TIME-OVERTIME**

Sec. 1: As of January 1, 1980, and in addition to all other leaves set forth in this Agreement, each employee shall receive for the year 1980 fourteen (14) holidays, eight (8) of which shall be given as compensatory days off and six of which shall be paid in cash at straight-time rates during the last two months of the calendar year. All compensatory days shall be credited to employees on January 1 of each year.

Sec. 2: In addition to the above referred holidays, any day that is declared a holiday by the Mayor or Council or the City of Jersey City shall be deemed a holiday and all other sections of this article shall then pertain. Should the City declare an additional holiday for any other City employees, the members herein shall receive the full amount of additional time off.

Sec. 3:

a. It is understood that every effort will be made in accordance with the guidelines set forth below to provide officers with the opportunity to utilize their compensatory time. Therefore, the following guidelines for the awarding of compensatory time are adopted by the parties: There shall be no blanket denials of compensatory time use except during the 24-hour holiday period as follows:

- (A) Thanksgiving Day
- (B) Easter Day
- (C) Christmas Eve
- (D) Christmas Day
- (D) New Year's Eve
- (F) New Year's Day

b. that compensatory time shall be granted during other periods except during emergencies. An emergency shall not be declared for the sole purpose

of eliminating compensatory time use, but shall be based upon objective facts as determined by the Director or his designee;

c. during non-emergency situations, use of compensatory time may be withheld, when, in the opinion of the Director or his designee, serious depletions of manpower would result.

Sec. 4: In the event that an employee's request for use of compensatory time is denied, he shall be given first preference on his next request for such use.

Sec. 5: Any unused compensatory time off shall accumulate from year to year and shall be granted to the employee prior to his retirement.

Sec. 6: In addition to the days off mentioned elsewhere in this article, employees of this bargaining unit shall be entitled to pay at overtime rates of time and one-half for all work beyond normal working hours or beyond the normal work week.

Sec. 7: The City shall pay all employees of this bargaining unit for required appearances including but not limited to court appearances, grand jury hearings, and appearances before any public agency at the rate of time and one-half, with a four (4) hour minimum, if such appearances are made at times other than during regularly scheduled tour of duty. Each employee of this bargaining unit shall submit to his appropriate superior in writing all time spent before such public agency. An employee may not be retained for the purpose of attaining the minimum of four (4) hours if the appearance requires less time.

Sec. 8: If an employee of this bargaining unit is called to duty on his day off, he shall be paid for all hours worked and shall be guaranteed a minimum of five (5) hours at time of one half rates.

Sec. 9: Superior Officers who are required to appear because of subpoena to any Superior Court or Grand Jury Appearance and who are working the midnight tour on that day ~~may~~ be excused for the last four hours of their tour of duty. **SHALL**

Sec. 10: In computing overtime, except under Sections 6 and 7 above, the first five (5) minutes of the first hour of overtime is not compensable if that is the only time involved. If the employee works more than five (5) minutes, overtime shall be computed from the first minute thereof. The employee is entitled to a full hour's pay at the overtime rate of time and one-half for the first hour. Thereafter the employee is entitled to a full hour's pay when any fraction of an hour is worked.

Sec. 11: Whenever an employee is recalled to duty, he shall be entitled to a minimum of five (5) hours of overtime at time and one-half.

b. If there are no volunteers or an insufficient number of volunteers, the City in its sole discretion can mandate and assign one to overtime.

c. Nothing herein shall prevent a volunteer from one rank list being utilized to fill in under another rank opening, absent available volunteers of the list in need of assignment.

## **Article 14**

### **CLOTHING ALLOWANCE**

Sec. 1: Superior Officers will be provided with a sum of three hundred ninety dollars (\$390.00) clothing allowance for 1980. The sum of one hundred ninety-five dollars (\$195.00) shall be paid on the first Thursday after the Council meeting in January, and the additional one hundred ninety-five dollars (\$195.00) shall be paid on the first Thursday after the Council meeting in July.

Sec. 2: As per the October 9, 1980 memorandum of agreement (9a & 9c).

9a. It appearing that the POBA and Fire Local 1066, IAFF, presently have pending a case involving a claim for an additional \$90.00 per member and further appearing that the City recognizes that the PSOA can make a similar claim, and in consideration of the PSOA forbearing on its claim at this time. The City agrees to pay each member of the negotiating unit an additional \$50.00 annually towards clothing allowance with the same effective dates as shall appear in the POBA claim.

9c. With respect to either or both of these two issues (more specifically the method and manner of dealing with issue 9a and 9c), and in the event there is any claim that the method of resolution of 9a and 9c is deemed to be void, ultra vires, ineffective or in any way contrary to public policy, or in the event the City refuses to comply fully and completely with the provisions of 9a and 9b, then and in that event, the City agrees that the PSOA shall have the right to immediately reinstitute interest arbitration before Arbitrator Jack Tillem to resolve either or both of these two issues:

## **Article 15**

### **TERMINAL LEAVE**

Sec. 1: Employees who retire shall be granted Terminal Leave upon retirement.

Sec. 2: Terminal Leave shall be computed at a rate of five (5) calendar days for each calendar year of service.

Sec. 3: Added to such leave shall be all compensatory time and vacation time which is owed to the retiring employee, accumulated by the employee

throughout all his years of service uncompensated for in any other manner and the entire number of days shall be known as terminal leave.

Sec. 4: Any employee who dies and prior to his death was eligible for retirement shall be considered a retired employee and the estate of the deceased shall receive the following:

- a. All accumulated compensatory time;
- b. Terminal leave in accordance with this Article;
- c. All accumulated vacation time including full vacation allowance for the year of death.

Sec. 5: Section 1 of this Article shall in no way be construed to mean that, that section precludes recovery by the estate of any other benefits it may be due.

Sec. 6: All Police Superior Officers who retire shall receive a mandatory cash payment in lieu of time off for the number of years of service to Jersey City based upon five (5) calendar days per each year of said service. All Police Superior Officers who shall also receive mandatory cash payment in lieu of time off for any unused compensatory time and any unused vacation time (to a maximum of the time to which the Superior Officer is entitled for his last two years of service.)

Sec. 7: Except, however, if for any reason the City denies an employee a vacation period during his last two years of active service, or if for any reason relating to his employment an employee is prevented from taking a vacation period during his last two years of active service, then, and in that event, the limitation placed on the City's obligation for payment of up to two year's vacation time as part of the termi-

nal leave program as set forth herein shall not be applicable, and said employee, upon retirement, shall be entitled to receive payment for all unused vacation time to which the employee is otherwise entitled without limitation.

## **Article 16**

### **MILITARY LEAVE**

Sec. 1: Any employee ordered to active duty by any component of the United State Forces shall be granted whatever Leave is necessary for such service.

Sec. 2: The military compensation of any employee called to active duty shall be the maximum allowable by existing laws and ordinances.

Sec. 3: Employees who are presently subject to existing Reserve requirements of the National Guard or the Army Reserve shall be covered by the military compensation agreements stated in Section 1 and 2.

## **Article 17**

### **BULLETIN BOARDS**

The City shall permit the installation of bulletin boards at the expense of the Association but the Director of Public Safety shall determine the exact locations and sizes of the boards to be installed.

## **Article 18**

### **NO INDIVIDUAL EXTRA CONTRACT AGREEMENTS**

Sec. 1: The City agrees not to enter into any agreement or contract with it employees, as defined in Article 1, Section 1, covered by this Agreement, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

## Article 19

### GRIEVANCE PROCEDURE

Sec. 1: The purpose of this grievance procedure to insure efficiency and promote employees' morale.

Sec. 2: A grievance, as defined herein, shall be as set forth in N.J.S.A. 34:13A-5.3 et seq.

#### Sec. 3: Steps of Grievance

a. A grievance shall be discussed with the employee(s) involved and the Association representatives with the immediate supervisor designated by the City within thirty (30) days of the alleged grievance. An answer shall be made by the end of the third working day (following date of submission) by such immediate supervisor, to the Association.

b. If the grievance is not settled through Step A, the same shall be reduced to writing by the Association and submitted to the Division Commander or any person designated by him, and the answer to such grievance shall be made in writing, with a copy to the Association, within five (5) days of its submission.

c. If grievance is not settled by Steps A and B then the Association shall have the right to submit such grievance to the Police Director. A written answer to said grievance shall be served upon the employee(s) involved and the Association President or his authorized representative, within seven (7) days of its submission.

d. If the grievance is not settled by Steps A, B and C, and the aggrieved shall have the right to pursue all legal remedies afforded by provisions of the Civil Service Act.

e. If the grievance is not settled by Steps A, B and C, and the aggrieved does not elect to pursue his grievance under the provisions of the Civil Service Act, then the Association shall have the right to submit such grievance to an Arbitrator appointed by

P.E.R.C. The costs of Arbitrator shall be borne by the City and the Association equally.

f. Failure to comply with the time limits set forth above shall be cause for automatic recourse to the succeeding step.

g. The Association President, or his authorized representative may report an impending grievance to the Police Director to forestall its occurrence.

Sec. 4: Since adequate grievance procedures are provided in this Agreement, the Association agrees that it will not engage in, encourage, sanction, or suggest strikes, slow downs, mass resignations or mass absenteeism, or other similar action which would involve suspension of work that may disturb or interfere with the orderly operation of the Police Department.

Sec. 5: Nothing herein shall prevent any employee from processing his own grievance, provided the Association President or his authorized representative, and/or the Association Attorney may be present as an observer at any hearing on the individual's grievance.

## **Article 20**

### **SALARIES**

	Effective Date	
Rank	January 1, 1980	May 5, 1980
Sergeant	\$21,469.00	\$22,105.00
Lieutenant	\$23,903.00	\$24,612.00
Captain	\$26,338.00	\$27,119.00
Deputy Chief	\$30,996.00	\$31,915.00
Chief	\$33,431.00	\$34,422.00

## **SALARIES (cont'd)**

Rank	Effective Date	
	January 1, 1981	May 4, 1981
Sergeant	\$23,400.00	\$24,095.00
Lieutenant	\$26,055.00	\$26,827.00
Captain	\$28,708.00	\$29,560.00
Deputy Chief	\$33,785.00	\$34,788.00
Chief	\$36,439.00	\$37,520.00

Rank	January 1, 1982
Sergeant	\$25,420.00
Lieutenant	\$28,303.00
Captain	\$31,186.00
Deputy Chief	\$36,701.00
Chief	\$39,584.00

## **Article 21**

### **LONGEVITY**

In addition to the salaries due members of this bargaining unit and set forth elsewhere in this Agreement, employees are entitled to the following longevity payments.

- 5 years of service . . . . . 2% of base salary.
- 10 years of service . . . . . 4% of base salary.
- 15 years of service . . . . . 6% of base salary.
- 20 years of service . . . . . 8% of base salary.
- Over 22 years of service 10% of base salary.

## **Article 22**

### **CHANGES IN SCHEDULE**

Sec. 1: No change in schedule of any employee covered by this agreement shall be made unless such employee is given at least 72 hours notice prior

to the time that he is regularly scheduled to work or 72 hours prior to the changes in reporting time, whichever is greater.

Sec. 2: In the event 72 hours notice is not given, such employee shall be paid at time and one-half for all hours less than 72 hours notice.

Sec. 3: To further facilitate fluctuating manpower (i.e., Christmas, Vacations, etc.) three (3) voluntary overtime lists shall be promulgated as follows:

- a. Sergeants and Lieutenants - comingled.
- b. Captains.
- c. Inspectors and Deputy Chiefs comingled.

Sec. 4: The overtime lists discussed above shall be composed of volunteers. They shall be rotating and if the man at the top of the list is available, that is, he is not on duty when called, he shall report or his name revert to the bottom of the list. Additionally, when a man is called in, and reports, his name reverts to the bottom of the list. If a man cannot report because he is already scheduled to work the same hours, then, in that event, he shall not lose his position on the list.

Sec. 5: The above shall not pertain in cases of emergency.

Sec. 6: Emergency is defined in accordance with State Law.

## **Article 23**

### **COMPENSATORY TIME LIST**

Sec. 1: An accurate record will be maintained by each unit Commander of all compensatory time due employees under his command. A book designated

as the Compensatory Time Book will be kept by each unit for this purpose. It shall be the responsibility of each employee to see to it that any compensatory time due him is properly entered into said book.

Sec. 2: This book shall contain all unused vacation time in addition to all unused compensatory time.

Sec. 3: The Director shall, by January 30th of each year, supply each employee with a copy of an annual receipt of the record of all time owed the employee (vacation, compensatory time, awards), which receipt shall be signed by the Unit Commander.

#### **Article 24**

#### **COMPENSATORY TIME REFUND**

The City may with the consent of the employee be relieved of its obligation to grant compensatory time owed to an employee by paying to such employee an amount in cash equivalent to the normal rate of pay for the amount of compensatory time due.

#### **Article 25**

#### **PAYMENT FOR OVERTIME WORKED**

Overtime will be paid in the second pay period following the pay period in which the overtime was worked.

#### **Article 26**

#### **GUARANTEED OVERTIME**

Sec. 1: All employees shall for the last two (2) hours of the normal work week receive time and one-half for each hour.

Sec. 2: This benefit shall be granted all employees for fifty-two (52) weeks per year.

Sec. 3: All Superior Officers whose tour of duty involves four hours or more of work between 3:00 p.m. and 7:00 a.m. shall receive 12 cents per hour worked on said tour of duty. Effective January 1, 1982 the rate per hour become 15 cents.

## **Article 27**

### **REQUESTS FOR TIME OFF**

Sec. 1: Requests for time off (compensatory time) shall be made in writing by the employee at least three (3) calendar days before the date(s) requested. The City shall be under no obligation to grant requests upon less notice.

Sec. 2: Valid requests for time off shall not be arbitrarily or unreasonably denied.

## **Article 28**

### **MOTOR VEHICLE ALLOWANCE**

Sec. 1: Members of this bargaining unit who use their vehicles on a full time basis shall receive \$2.25 per day for the use of their vehicle.

Sec. 2: Those members who use their vehicles on a partial basis shall receive a stipend of \$.14 per mile.

Sec. 3: Payments referred to in Sections 1 and 2 of this Article shall be made as follows:

a. for use of their vehicle for the period from November 1 through January 31 payment shall be made in the first pay period of March.

b. for the use of their vehicle for the period from February 1 through April 30 payment shall be made in the first pay period of June.

c. for use of their vehicle for the period from May 1 through July 31 payment shall be made in the first pay period of September.

d. for the use of their vehicle for the period from August 1 through October 31 payment shall be made in the first pay period of December.

## **Article 29**

### **EXPENSES**

Sec. 1: Whenever an employee is sent out of town on an assignment which involves expenses, he shall receive in advance a stipend in contemplation of such expenses.

Sec. 2: This stipend shall equal the expected reasonable expenses that the employee is likely to incur.

Sec. 3: Whenever an employee is assigned to special schooling by the City, the City shall pay the tuition and expenses in advance.

Sec. 4: In the event an employee expends more than his allotted stipend such employee shall be reimbursed by the City immediately upon his return to the City and in no event later than the pay day for the next pay period.

Sec. 5: Such expenses shall be limited to those reasonably and necessarily expended in the carrying out of the assignment.

Sec. 6: The employee must submit receipts whenever available.

## **Article 30**

### **TUITION REIMBURSEMENT**

Sec. 1: The Association and the Business Administrator shall each designate two people, who shall constitute a tuition reimbursement committee, which committee shall be charged with the responsibility of establishing equitable criteria for the administration of the program.

## **Article 31**

### **TEMPORARY APPOINTMENTS**

Sec. 1: The practice of appointing employees to higher ranks in an acting capacity is discouraged and it is agreed that vacancies in such higher ranks shall be filled as soon as possible, as provided by law.

Sec. 2: An employee serving in any acting capacity shall receive the full pay of the rank in which he is acting, only after the completion of a full tour.

Sec. 3: The following formula shall be used to compute the number of calendar days:

1. An officer who works a single tour shall receive credit of one (1) calendar day.

2. Additionally, an officer who continues the assignment in the acting rank shall receive pay for the acting rank for all swings and tours on a day for day basis.

## **Article 32**

### **SPECIAL TRAINING**

Sec. 1: Special Training shall be scheduled during working hours whenever practicable.

Sec. 2: When not held during regular hours then in that event the time and one-half overtime provisions shall apply.

### **Article 33**

#### **SAFETY AND HEALTH COMMITTEE**

Sec. 1: The Association hereby agrees to create a Safety and Health Committee.

Sec. 2: The City hereby agrees to designate administrative personnel of the Department of Police and a representative of the Business Administrator's Office to meet periodically with the Safety and Health Committee of the Association. These meetings shall take place as jointly scheduled by the Safety and Health Committee of the Association and the designee(s) of the City.

Sec. 3: The purpose of the joint committee shall be to generate proposals and suggestions for the maintenance of high safety and health standards for the operation of the Department.

### **Article 34**

#### **BLOOD DONOR**

A Superior Officer will be granted forty-eight (48) hours off with pay after donating blood. This will not apply to Superior Officers donating blood to the Police Department Blood Bank. Time off will not be granted if blood is given for any reason other than a donation.

### **Article 35**

#### **SPECIAL AWARD**

The Director, or his designee and the President of the P.S.O.A. or his designee, shall in each January

choose a Police Superior Officer of the preceding year for an award based upon outstanding service to the Community and/or Department, the recipient shall be awarded two compensatory days off, above and beyond any time off received for his actions awarded previously.

### **Article 36**

#### **HONORABLE MENTION AND COMMENDATIONS**

Sec. 1: It is the desire of the City of Jersey City to award in a tangible way those of its employees who perform their duties in an exemplary fashion.

Sec. 2: Any employee earning the award of Medal of Honor, or Honorable Mention Valor Award shall receive two (2) days of compensatory time off.

Sec. 3: Any employee receiving a Commendation or Combat Cross shall receive one (1) compensatory day off.

Sec. 4: The President of the Association shall designate one member of the Department Awards Committee.

### **Article 37**

#### **DURATION OF AGREEMENT**

Sec. 1: This agreement shall be effective as of January 1, 1980 and will terminate on midnight, June 30, 1982.

Sec. 2: Bargaining for the next succeeding contract will commence no later than January 15, 1982 in accordance with applicable State Statutes and Rules of the Public Employment Relations Commission.

In the event no agreement is reached between the parties by April 1, 1982 it is hereby agreed that an impasse shall have been reached and at that time the parties agree to submit to Mediation and Fact Finding pursuant to N.J.S.A. 39:13A-1 et seq. If an agreement is still not reached following Mediation and Fact Finding, the parties agree to submit their issues to an Arbitrator whose decision on the terms of the Collective Bargaining Agreement shall be binding upon the parties. Said arbitrator shall be selected from a panel referred to the parties by the New Jersey Public Employment Relations Commission.

Sec. 3: The memorandum of agreement made October 9, 1980 and the supplemental memorandum of agreement made October 11, 1980 is incorporated herein by reference.

### **Article 38**

#### **SAVING CLAUSE**

Sec. 1: Should any part of this Agreement, or any provision herein be rendered or declared invalid by reason of any existing legislation, or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portion thereof. It is further agreed that should any provision of this Agreement be so deleted, the parties hereto shall immediately commence good-faith negotiations to arrive at a new provision to replace the deleted portion.

## **Article 39**

### **APPLICABLE LAWS**

Sec. 1: The provisions of the Agreement shall be subject to and subordinate to, and shall not annul or modify existing applicable provisions of New Jersey State Laws or of Jersey City Municipal Laws.

## **Article 40**

### **TABLE OF ORGANIZATION**

Sec. 1: Immediately upon implementation of this agreement a committee shall be formed known as the Table of Organization Committee and shall be composed of four members — 2 from the City and 2 from the Association.

Sec. 2: Such committee shall choose its own chairman and formulate its own rules.

Sec. 3: The purpose of this Committee shall be to provide input into any development of a table of organization for Supervisory Officers within the department.

## **Article 41**

### **CHANGES, SUPPLEMENTS OR ALTERATIONS**

Sec. 1: Any provisions of this Agreement may be changed, deleted, supplemented or altered, provided both parties mutually agree to do so in writing.

Sec. 2: The benefits provided in this agreement shall accrue to those employees in the employ of the City on January 1, 1980. Such benefits will also accrue to those employees hired after January 1, 1980.

Sec. 3: The City Business Administrator and the Union President will confer on the entire contract and collate as many articles as possible.

Sec. 4: The City and the Union will equally share the expenses for printing 350 copies of this agreement. The Union agrees to supply the City with 50 copies of this agreement.

## **Article 42**

### **STANDBY TIME**

Sec. 1: Where the City places an employee of this bargaining unit on "standby" the City is to pay each officer for a minimum of two (2) hours time, computed at straight time rates.

Sec. 2: If the "standby" time exceeds two (2) hours duration, payment for all such time shall be made.

## **Article 43**

### **LUNCH HOUR COMPENSATION**

A desk officer shall not receive overtime or additional compensation for not being able to utilize a lunch break.

## **Article 44**

### **AMMUNITION**

All employees of this bargaining unit shall be issued "38" caliber" ammunition which meets the standards and recommendations of the F.B.I. and the State Police.

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## **Article 45**

### **FULLY BARGAINED PROVISIONS**

This agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues for the life of this agreement, and neither party shall be required to negotiate on any subject unless they mutually agree to do so.

## **Article 46**

### **BILL OF RIGHTS**

Sec. 1: Members of the force hold a unique status as Police Officers in that the nature of their office and employment involves the exercise of a portion of the police powers of the Municipality.

Sec. 2: The wide ranging powers and duties given to the Department and its members involve them in all manners of contact and relationships with the public. Out of these contacts may come questions concerning the actions of the members of the Force. These questions may require investigations by Superior Officers. In an effort to insure that these investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

a. The interrogation of a member of the Force shall be at a reasonable hour, with the light of all circumstances involved, preferably when the member of the Force is on duty;

b. The member shall be informed of the nature of the investigation before any interrogation commences. If the informant or complainant is anonymous, then the officer shall be so advised. Sufficient information to reasonably appraise the member of

the allegations will be provided. If it is known that the member of the force is being interrogated as a witness only, he will be informed at the initial contact.

c. The questioning shall be reasonable in length. Reasonable respites shall be allowed. Time shall also be provided for personal necessities: telephone calls, and rest periods as are reasonably necessary.

d. The interrogation of the member shall not be recorded.

e. The member of the Force shall not be subjected to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions. Nothing herein shall be construed to prevent the investigating officer from informing the member of the possible consequences of his acts.

f. If a member of the Force is under arrest or likely to be, that is, if he is a suspect or the target of a criminal investigation, he shall be given his rights pursuant to the current decisions of the United States Supreme Court.

g. If a member, as a result of an investigation, is being charged with a violation of the rules and regulations or is about to be so charged, he shall be afforded an opportunity to consult with counsel or P.S.O.A. representatives before any further interrogation.

Sec. 3: An employee may see his personal file upon request. If an employee wishes to answer or supplement any material found in his personnel file, he may do so and his written statement shall become part of the personnel file.

Sec. 4: Any officer who has been found to have violated the rules of the Department, shall have such record of disciplinary action expunged from his Police Department personnel record if there has not

been any further determinations against him by the Department for having violated its rules, within the next five (5) succeeding years. This shall apply to Police Department records only.

An employee's home telephone number and address shall not be disclosed to any person who is not a member of the Jersey City Police Department.

Disciplinary charges must be brought within thirty (30) days from the date of the alleged infraction or the discovery of such infraction. Failure to charge within thirty (30) days shall act as a bar to the bringing of charges.

No Police Officer will be subjected to questioning with the use of any polygraph machines, psychological stress evaluation or similar lie-detector devices in internal investigations. Upon request, a Police Officer will have the right to be accompanied by counsel or any other person of the Police Officer's choosing during the entire interrogation of the member by the City.

## **Article 47**

### **CIVIL SERVICE CLASSIFICATION AND PROMOTION**

Sec. 1: Promotional examinations for the next highest rank above Sergeant will be requested to Civil Service Department every three (3) years.

Sec. 2: A promotional list to the next highest rank will be maintained at all times.

Sec. 3: The City agrees that in the event of a recommended change in the classification of a position in the Jersey City Police Department, it will notify the Union fifteen (15) days prior to its submission of the recommended change to the Civil Service Commission.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized officers the day and year first above written.

Jersey City Police  
Superior Officers  
Association, Inc.

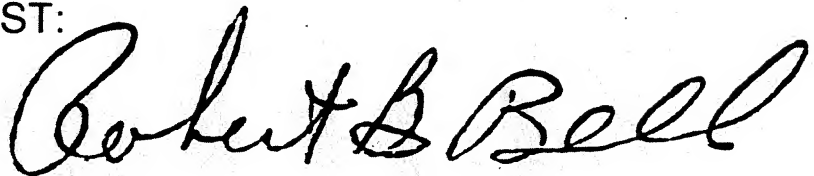
by: Robert C. Lynch  
President

City of Jersey City

By: Joseph G. Gargio  
Business Administrator

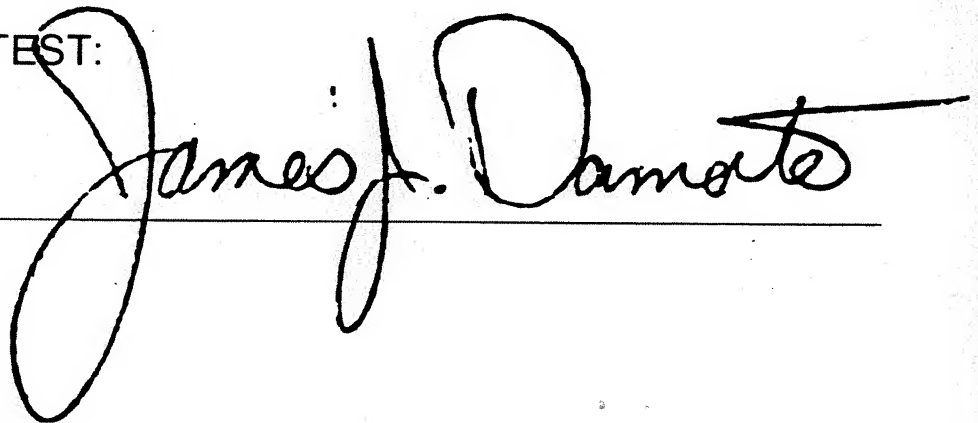
JERSEY CITY POLICE SUPERIOR  
OFFICERS ASSOCIATION

ATTEST:

  
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CITY OF JERSEY CITY, HUDSON  
COUNTY, NEW JERSEY

ATTEST:

  
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